03-08-2004



Form **PTO-1594** 

(Rev. 03/01)

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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

OMB No. 0651-0027 (exp.  Tab settings ⇒ ⇒ ⇒	102686739	V V	<b>v</b> v		
To the Honorable Commi	issioner of Patents and Trademarks: F	Please record the attached original	documents or copy thereof.		
	Name of conveying party(ies):     JPMORGAN CHASE BANK, as Collateral Agent		2. Name and address of receiving party(ies)  Name:T-NETIX, INC.  Internal		
Individual(s) General Partnership Corporation-State Other Bank	Association Limited Partnership	Individual(s) citizenship_	ate:_TX_Zip:_75006		
Additional name(s) of conveying party(ies) attached? Yes No  3. Nature of conveyance:  Assignment Security Agreement Other_Release and Reassignment  Execution Date: 03/01/2004		Association  General Partnership  Limited Partnership  Corporation-State  DE  Other  If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  (Designations must be a separate document from assignment)  Additional name(s) & address(es) attached?  Yes  No			
	No.(s) see attached  Additional number(s) att	B. Trademark Registration  tached  Yes No  6. Total number of application			
concerning document should	Name and address of party to whom correspondence concerning document should be mailed:  Name:		ns and 7		
Attn: Penelope J.A. Agodoa  Federal Research Company, LLC 1030 15th Street, NW, Suite 920 Washington, DC 20005 202.783.2700  Etreet Address:		7. Total fee (37 CFR 3.41)\$ 190.00  Enclosed  Authorized to be charged to deposit account  8. Deposit account number:			
03/09/2004 GTON11 00000004 1783893 01 FC:8521 40.	.00 00 .00 1P de Zip:				
	DO NOT USE THIS SPACE				
9. Signature. Penelope S. Johnson Name of Person Signi		ignature 5	03/03/2004 Date		

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

## **EXHIBIT A**

# **Trademarks**

		Reg. No. or	Issue Date or
Country	<u>Trademark</u>	<u>Appl. No.</u>	File Date
USA	COGENT & Design	1,783,893	07/27/93
USA	COGENT	1,537,607	05/02/89
USA	COGENT	1,810,510	12/14/93
USA	Digital Combridge	n/a	n/a
USA	PIN-LOCK	2,194,830	10/13/98
USA	STRIKE-THREE!	74/490873	02/17/94
USA	TEL-LABS	2,268,058	08/10/99
USA	T-NETIX	2,251,603	06/08/99
USA	VOICENTRY	n/a	n/a

Trademark Release and Reassignment

TRADEMARK
REEL: 002922 FRAME: 0801

### TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of March  $\frac{1}{2}$ , 2003 by JPMORGAN CHASE BANK, as Collateral Agent ("Releasing Party").

#### WITNESSETH:

WHEREAS, the Releasing Party, T-Netix, Inc., a Delaware corporation ("Borrower"), and certain subsidiaries of Borrower were parties to a Guarantee and Collateral Agreement, dated as of November 14, 2002 (as amended, restated, supplemented or otherwise modified from time to time, the ("Guarantee and Collateral Agreement"), pursuant to which Borrower granted a security interest to the Releasing Party in, and a collateral assignment to the Releasing Party of, among other things, the trademark registrations and trademark applications (and intellectual property relating to same) of Borrower, including, without limitation, the trademark registrations and trademark applications (and intellectual property relating to same) set forth on Exhibit A hereto;

WHEREAS, in connection with entering into of the Guarantee and Collateral Agreement, a Notice of Security Interest in U.S. Trademarks was recorded in the United States Patent and Trademark Office on December 5, 2002 at Reel 002639, Frame 0234; and

WHEREAS, the Borrower has requested that the Releasing Party release its security interest in the trademark registrations and trademark applications of the Borrower and reassign the same to the Borrower.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

- 1. Releasing Party hereby releases its security interests in all of the Borrower's right, title and interest in and to all of the following (the "Trademark Collateral"):
  - (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, service marks, certification marks, collective marks, logos, other sources of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (each of the foregoing items in this clause (a) being called a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Exhibit A hereto;
  - (b) all Trademark licenses, including each Trademark license, if any, referred to in Exhibit A hereto;

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TRADEMARK
REEL: 002922 FRAME: 0802

- (c) all reissues, extensions or renewals of any of the items described in clauses (a) and (b);
- (d) all of the goodwill of the business connected with the use of, and symbolized by the items described in clauses (a) and (b); and
- (e) all proceeds of, and rights associated with, the foregoing, including any claim by Borrower against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Exhibit A hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.
- 2. Releasing P arty hereby reassigns, grants and conveys to the B orrower, without any representation, recourse or undertaking by Releasing P arty, all of R eleasing P arty's right, title and interest in and to the Trademark Collateral.

- Remainder of Page Intentionally Left Blank – [Signature Page Follows]

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IN WITNESS WHEREOF, the Releasing Party has caused this Trademark Release and Reassignment to be duly executed by its duly authorized officers as of the day and year first above written.

JPMORGAN CHASE BANK, as Collateral Agent

By: \_ Name:

DAUSO E. NOLE

Title:

VICE PRESIDEN

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Trademark Release and Reassignment

**RECORDED: 03/08/2004** 

TRADEMARK REEL: 002922 FRAME: 0805